



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Invitation to Bid

ADVERTISED DATE: JUNE 29, 2006

Invitation to Bid (ITB) Title: Veeder Root Leak Detection Equipment Upgrade

ITB Number: ITB 06-077-ART

Due Date: July 27, 2006 – 2:00 pm

Buyer: Alan Terhune, alan.terhune@metrokc.gov, 206-684-1067

This is a Term Supply Labor and Materials Contract

Furnish Veeder Root Leak Detection Equipment Upgrade / Replacement at KC Metro Transit Bus bases per ITB 06-077-ART as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ _____

PRE-BID CONFERENCE / JOB SITE WALK THROUGH

Date: July 18, 2006

Time: 9:00 am

Location: Begin at South Base, 11911 E Marginal Way S, Tukwila, WA 98168; proceed to Atlantic Base, 1555 Airport Way S, Seattle, WA 98134; proceed to Ryerson Base, 1220 4th Ave. S, Seattle, WA 98134; and proceed to Bellevue Base, 1790 124th Ave. NE, Bellevue WA 98005

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered _____ to _____** have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

SEDB/DBE Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction To Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide equipment and warranty certified labor for the replacement / installation of Veeder Root (only – no substitutions) leak detection equipment at up to (8) eight King County Metro Transit Bases. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

1.2 Bid Submittal Procedure

The original and (1) copy of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 King County Internet Web Site

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://metrokc.gov/procurement/rfp_rfq_itb/new_goods.aspx.

Please note any special messages regarding a particular solicitation. This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting solicitation documents.

It is important that you register with King County Procurement and Contract Services after downloading documents from the RFPs, RFQs and ITBs - Consultants and Goods/Services websites. Failure to register may result in you not being notified of any addenda, which may result in rejection of your bid/proposal as non-responsive. To register, access **Contact Us > > Registration Form**. Thank you for your cooperation.

Only bids, modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

After all bids have been opened, the County will post a listing of the Bidders submitting bids, or the name of a person to contact for bid results at the King County Internet site. Please refer to the web site for a listing, as well as a notification of a final award.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the

exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures:

http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc, are available from the King County Procurement web site: <http://www.metrokc.gov/procurement/faq/supplier.aspx>.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB, see Attachment A – “King County Contracting Opportunities Program”. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider:

- the ability, capacity and skill to perform the Contract or provide the service required
- the character, integrity, reputation, judgment and efficiency
- financial resources to perform the Contract properly and within the times specified,
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims
- compliance with federal, state and local laws and ordinances relating to public contracts
- other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The

Program is open to all SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

2.5 Substitutions

Substitutions of Veeder Root equipment is not allowed on this bid. After rigorous performance testing over several years, King County Metro Transit has found Veeder Root manufactured equipment to offer the most reliable and safe performance of any leak detection equipment on the market. One result of this Contract will be to have Veeder Root as standardized equipment at all of the Metro Transit bases.

2.6 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- [Equal Benefit Worksheet and Declaration Form:](#)
- [Personnel Inventory Report](#)*:
- [Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity](#)*:
- [Statement of Compliance – Union or Employee Referral Agency Statement](#)*:
- [Internal Revenue Service Form W-9](#) *
- [504/ADA Assurance of Compliance](#) –
- **Certificate of Insurance and Endorsement** * – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.7 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract has been signed by both parties bids shall be available for inspection and copying by the public.

If a Bidder considers any portion of its bid to be protected under the law, the Bidder shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the

County determines that the material is not exempt from public disclosure law, the County will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the County will release the portions of the bid deemed subject to disclosure. By submitting a bid, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

2.10 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP),

paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be

deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in the paragraph above, shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

3.19 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.20 Equal Benefits To Employees With Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>.

3.21 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.22 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$50,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The initial term of this Contract will be one year and may be extended for four (4) additional one-year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Price Revisions For Other Than Catalog Items

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.4 Price Revisions For Catalog Items

Pricing for catalog items ordered under this Contract shall be based on the discount or multiplier identified in the bid and the item's price in the current accepted catalog or price list.

Pricing shall be based on the original catalog or price list until the County has accepted a subsequent catalog or price list. The County may accept a new catalog or price list by using it to determine pricing in future orders. If the County determines the prices contained in new catalogs or price lists are not fair and reasonable, the County may re-bid or purchase the items through any other means available.

King County will not be bound by prices contained in an invoice that are higher than the price derived from the multiplier or discount and the currently approved catalog or price list. If King County did not give prior acceptance of the higher price, the invoice may be rejected and returned to the Contractor for a correct invoice.

4.5 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.6 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

4.7 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.8 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specified for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.9 Warranty Remedies

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) Month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.10 Pricing of Spare Parts

The County shall have the right to conduct a cost or Price Analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any difference shall be subject to negotiations to the satisfaction of the County. The County is not required to purchase spare parts under this contract if it can purchase the same item(s) from another source under terms that are more advantageous to the County.

4.11 Disability Assurance Compliance (504/ADA)

The Contractor shall complete a 504/ADA Self Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 (ADA). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

4.12 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

4.13 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000.

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

5 SECTION - TECHNICAL SPECIFICATIONS

5.1 Project Overview

The purpose of this Contract is to replace the existing product tank control panels, probes, sensors, and ancillary parts and accessories with new Veeder Root brand equipment while reusing as much existing conduit and wiring as practical.

The site locations, key personnel, and order of equipment installation follow:

South Base
12100 E Marginal Way S
Tukwila, WA 98168 Bob Rigsby
Millwright phone 206/684-2282

Atlantic Base
1555 Airport Way South
Seattle, WA 98134 Oly Childress
Millwright phone 206/684-2716

Ryerson Base
1220 4th Ave South
Seattle, WA 98134 Ernie Kirschnick
Millwright phone 206/684-2638

Bellevue Base
1790 124th Ave NE
Bellevue, WA 98005 Andy Conners
Millwright phone 206/684-2573

Project Engineer
Lyle McFarland – 206-684-1934

Project Electrician
Archie Alexander – 206-263-4611

5.2 Detailed Scope of Work

A. Materials and Equipment

The vendor shall install Veeder Root leak detection and fuel monitoring and management products (equipment) for this Contract (no substitutions allowed).

B. Permits

The vendor shall obtain all necessary permits to install the Veeder Root systems at various King County Metro Transit Base Facilities. The vendor shall insure that the installation of the Veeder Root systems meet all applicable Local, State and National codes and standards.

C. Installation

The vendor shall be a licensed contractor in Washington State and be an authorized Veeder Root dealer, qualified to install and provide warranty service to the Veeder Root equipment.

The installation of the Veeder Root equipment shall make use of the existing conductor wire between the location of the fuel monitoring console and the tank(s) at the individual bases.

The Vendor shall label the new and existing wires associated with installations at the transit bases.

The Vendor will provide control diagrams drawings that schematically detail the intended installation to Metro Transit for approval; prior to proceeding with the installation.

The installation of the equipment shall conform to standards and requirements specified by Veeder Root and applicable building and electrical codes.

The Vendor shall use and comply with specification Section 16051 Basic Materials And Methods Electrical Mini-Spec which begins at Section **5-3**, where work items are applicable.

The Vendor shall be an authorized stocking distributor of Veeder Root equipment products.

D. Freight

Freight charges shall be included in the cost of materials.

E. Start Up and Commissioning

The vendor shall provide, at all bases, the following services after installation is completed at each transit base: system setup, startup, testing, and written certification of operational status acceptable to the Washington State Department of Ecology.

F. Warranty

The vendor shall provide warranty for all materials and workmanship for a one year period from the date of acceptance by King County.

G. As Built Drawings

Upon completion of installation of the Veeder Root equipment at each base, the vendor shall provide 2 (two) sets of neat and legible "as built" drawings (24"x 36"). The drawings should note any deviation from the original design including the as built control diagrams, all wiring that was replaced, and red lines of changes due to field conditions.

The drawings should be sent to:

King County Metro
Attn: Jim Boe, M.S. KSC-TR-0828
201 S Jackson Street
Seattle, WA 98104-3856

H. Training

Upon completion of the Veeder Root equipment installations and the stated testing and commissioning at the transit bases, the vendor shall provide training to each of the Transit Base Millwrights. The scope of the training shall include operation and recommended maintenance of the Veeder Root equipment located at that particular Base.

I. Schedule

The vendor shall submit a proposed schedule to install and complete all tasks associated with the project for each base. The schedule shall, at minimum, indicate:

The time required for mobilization and ordering/receiving materials and equipment after the notice to proceed is issued;

The start and complete dates proposed for each individual base installation, including the start up, testing and commissioning of the Veeder Root equipment to be installed;

The time required to train each millwright at each base as to the operation and recommended maintenance of the system and its components.

NOTE: The preferred Veeder Root equipment installation time at all bases is the week-end.

J. Equipment Removed

All existing Ronan panels, probes, sensors, and ancillary parts at each transit base shall be boxed and left with the Transit Base Millwright.

K. Payment

Payment for the completion of the scope of work, including any changes authorized by King County Metro, will be made upon completion of the scope of work stated above for each of the Metro transit bases.

Other

Pre-Bid Conference and Job Site Visit

Qualified installation personnel shall make an on-site inspection and review the installations of the existing electronic fuel tank leak detection systems at the King County Metro Transit Bases listed above on **Tuesday, July 18, 2006**. The Pre-Bid conference will start 9:00 AM in the parking lot of South Facilities Maintenance building located at 11911 East Marginal Way South (Building C).

PART 1 GENERAL

1.01 SUMMARY

- A. See Scope of Work.
- B. The above statements provide a general view of the electrical work required. These statements do not provide the full extent of electrical work required to complete the Contract. Contractor shall refer to the Contract Drawings as well as this and the other sections of these Specifications for the complete Contract work required.

1.02 WORK INCLUDED

- A. The work under this Division includes electrical systems of lighting, power, and miscellaneous work items. The work shall include but not be limited to the installation of new equipment and modifying some existing circuits.
- B. The intent of the Contract Documents is to include all labor and materials, equipment and transportation necessary for execution of each Contract. By agreeing to a Contract, Contractor acknowledges that it has examined the Contract Documents and work site, is aware of existing conditions and limitations, and is satisfied that the Specifications and Drawings (when applicable) are suitable and adequate to enable it to successfully accomplish the Contract.
- C. During the course of the Contract, where minor adjustments of the work (such as adjusting the location of the equipment without requiring rework) are necessary for resolving conflicts between items within the intent of the Contract, Contractor shall make such adjustments at no additional cost to the County.
- D. Contractor shall connect all equipment and devices provided under other sections of these Specifications that require such connections.
- E. The electrical drawings for the Contract are diagrammatic and do not necessarily show all raceways, fittings, wiring or wiring devices required by code. Hence, in addition to that which is specified or shown on the Contract electrical drawings, Contractor shall include in its Contract cost these and related electrical items and the work associated with their installation.
- F. ANY roof and wall penetrations (core drilling) shall be the responsibility of one contractor. It is the responsibility of ALL contractors to coordinate this work so that the work can proceed and that the drilling and roof repair is covered in their estimates. The Prime contractor shall be responsible for this coordination.

1.03 NOT USED

1.04 WORK OF OTHER TRADES

- A. THE ELECTRICAL DRAWINGS DO NOT NECESSARILY SHOW COMPLETE DETAILS OF THE PROJECT CONSTRUCTION. Contractor shall familiarize itself with all features of the project that may affect the execution of its Contract.

1.05 REFERENCES

- A. This paragraph presents a general compilation of references used in the County electrical work. In executing this Contract, the Contractor shall be responsible for adhering to the current edition of all references in Section 16051 whether they are listed here or not, particularly observing the requirements of Paragraph 16051-1.15D.

References	Title
ANSI C-80.1	American Natl. Stds. Institute, "Zinc-Coated Rigid Steel Conduit"
ANSI C-80.3	American Natl. Stds. Institute, "Zinc-Coated Electrical Metallic Tubing"
ANSI C136-15-1986	American National Standards Institute, "High-Intensity-Discharge and Low-Pressure Sodium lamps in luminaires - Field Identification"
NEC (NFPA 70)	Natl. Fire Protection Association, "National Electrical Code"
NESC	IEEE, "National Electrical Safety Code"
UL 6	Underwriters Laboratories, "Rigid Metal Electrical Conduit"
UL 797	Underwriters Laboratories, "Electrical Metallic Tubing"
UL 1242	Underwriters Laboratories, "Intermediate Metal Conduit"
WAC 296	Washington Administrative Code, Department of Labor & Industries
WEC	Washington State Energy Code, WAC 51-11
UBC	Uniform Building Code
WSDOT	Washington State Department of Transportation (WSDOT) Construction Manual

1.06 UNDERWRITERS LISTED EQUIPMENT

- A. See Paragraph 16051-1.10.

1.07 DETAIL DRAWINGS BY CONTRACTOR

- A. Where the Contractor's work requires additional detailing including the preparation of shop drawings for individual items that are not of standard manufacture and which have to be specifically fabricated, Contractor shall prepare drawings, in AutoCad 2000i or later version, printed on 22 inches x 34 inches heavy bond paper media; submit final copies of the drawings together with floppy disk containing said drawing in AutoCad 2000i or later version; optional type and size sheets shall be at the discretion and approval of the Project Representative. Details shall be identified with the areas where the work applies. Contractor shall coordinate its work with the work of other trades to preclude conflicting use of areas/locations. Drawings shall be submitted to King County Project Representative for approval before construction work begins. Upon completion of the Contract, Contractor shall update its drawings to "as-constructed" condition and surrender them to the Project Representative.

1.08 SUBMITTALS

- A. Unless waived by the Project Representative for the Contract, provide Electrical Submittals within 14 days of effective date of Notice-To-Proceed (NTP), in conjunction with paragraph 16051-1.09. (See Section 01300)

1.09 LIST OF MANUFACTURERS

- A. Where more than one manufacturer is allowed, Contractor shall advise the Project Representative within 14 days after issuance of the "Notice to Proceed" of the make selected.

1.10 QUALITY CONTROL

- A. Materials: All materials, devices, appliances and equipment shall be listed by "Underwriters Laboratories, Inc. (UL)". Where UL listing is required but not available, Contractor shall obtain written permission for a variance from the King County Project Representative.

- B. Manufacturer and type: Where manufacturers' names and types are provided on the Contract Drawings or within the Specifications, the County is establishing for the equipment described manufacturers whose specific type items generally satisfy the County's requirements. The County will consider alternates. However, alternates submitted by the Contractor to the County for approval shall be based on the specified manufacturers and type as a minimum.
- 1.11 QUANTITY ITEMS
- A. Items of any one classification shall be products of one manufacturer.
- 1.12 APPROVALS
- A. The approval of the manufacturer's name or product by the County does not relieve the Contractor of the responsibility for providing material and equipment that complies in all details with the requirements of each Contract as well as in the Contract Documents. The Contractor shall assume responsibility for equipment submitted fitting in available space as intended by the Contract drawings.
- 1.13 WORKMANSHIP
- A. If any portion of the work has not been performed in a satisfactory manner, or is left in rough unfinished condition, the Contractor, at its expense, shall remove and reinstall all such work and restore surroundings and shall be approved by the Project Representative.
- 1.14 COORDINATION OF WORK
- A. Contractor shall compare the Specifications with the Drawings for each Contract including those for other trades and report any discrepancies between them to the Project Representative and obtain written instructions for changes necessary in the electrical work. Contractor shall install electrical work in cooperation with other trades and make provision to avoid interferences, in a manner approved by the County. All changes caused by neglect to make such provisions shall be at Contractor's expense.
 - B. Contractor shall schedule and sequence the work such that any interruptions of normal Base operations are kept to a minimum. Contractor shall provide all temporary connections as required to limit interruptions to time granted by the Project Representative. Contractor shall consult with the Project Representative and obtain written consent from the Project Representative for the exact date, time and duration of time that the operations may be interrupted.
 - C. The Contractor shall coordinate schedule with the Project Representative to ensure that there is no conflict with other construction and/or maintenance work on the site.
- 1.15 REGULATIONS
- A. General: Contractor shall comply with, as a minimum, or exceed the requirements of the latest editions of all applicable codes, ordinances, rules and regulations pertaining to the project particularly noting Paragraph 1.15D below.
 - B. Contractor's responsibility: It is the Contractor's responsibility to notify the County of any deviation in the Contract from applicable regulations and codes prior to installation of the work.
 - C. Appurtenances: Provide pull boxes, junction boxes, special fittings and access to electrical work as required by codes.
 - D. Requirements: In cases where regulations are more stringent than the Contract, the Contractor shall provide the materials and methods required by the regulations; in cases where the Contract Documents are more stringent than the applicable regulations, Contractor shall provide the materials and methods required by the Contract Documents.

E. Permits and fees:

1. Contractor shall obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing work specified herein.
2. During its progress, the work shall be inspected by the County and by the appropriate inspectors. Contractor shall provide inspector's Certificates of Compliance to the County (from the Authority Having Jurisdiction (AHJ)).

PART 2 PRODUCTS

2.01 MATERIAL

- A. Materials shall be new, free of defects and of current manufacture. Existing materials shall not be reused unless otherwise noted.

2.02 CONDUIT

- A. Rigid conduit (G.R.S.): Conduit shall be steel, hot-dip galvanized inside and out after threading, produced to ANSI Specification C-80.1, shall comply with Underwriters Laboratories UL 6, and shall carry the UL label. Minimum trade size shall be 3/4-inch and 1-inch embedded (underground or within walls), unless specifically noted.
- B. Liquidtight flexible metal conduit: Conduit shall be formed from an interlocking galvanized steel strip and shall have a PVC jacket extruded over the outside to form a flexible watertight raceway. Minimum trade size shall be 3/4-inch, unless otherwise shown. Conduit shall be American Sealtite (Type UA), Electri-Flex (Type LA), or approved equal.
- C. Intermediate metal conduit (IMC): IMC shall be steel, exterior hot-dip galvanized after threading, interior baked-on enamel or coated with a silicon epoxy-ester, manufactured in accordance with Underwriters Laboratories (UL #1242) and shall carry the UL label. Minimum trade size shall be 3/4-inch unless otherwise noted.
- D. Electrical metallic tubing (EMT): EMT shall be steel, exterior hot-dip galvanized, interior baked on enamel or coated with silicon epoxy-ester, produced to ANSI Specification C80.3, shall comply with Underwriters' Laboratories U.L. 797, and shall carry the U.L. label. Minimum trade size shall be 3/4-inch.
- E. Rigid non-metallic conduit: Conduit shall be PVC-listed for underground use. Conduit shall include Schedule 40 and Schedule 80 shall be manufactured to NEMA Specification TC-2, shall comply with Underwriters' Laboratories UL 651, and shall carry the UL label. Minimum trade size shall be 3/4-inch.
- F. Flexible metal conduit Shall not be used.
- G. Explosion-proof flexible conduit: Not used unless specified in the Contract.
- H. Plastic-coated galvanized rigid steel conduit and fittings (GPVC): Plastic-coated conduit shall be galvanized rigid-steel conduit to which a 40-mil thick polyvinyl chloride coating has been bonded. Coating shall be free of pinholes. Bond strength shall exceed the tensile strength of the plastic coat. Elbows shall be factory made and coated. Fittings used with plastic-coated conduit shall be similarly coated to the same thickness as the conduit and shall be provided with Type 304 stainless steel hardware. Conduit and fittings shall be manufactured by the same company. Minimum size shall be 3/4-inch.
- I. Conduit fittings: Fittings shall include all those items used with conduit to form conduit runs. Fittings shall be steel compression (for EMT and Liquid-tight – NO Set-screw), ALL conduit fittings shall used with the type of conduit for which they are designed, i.e., Rigid conduit fittings shall be threaded, liquid-

tight fittings shall be used with liquid-tight conduit. Liquid-tight fittings shall have an insulated throat, etc. Fittings shall be by O. Z. Gedney, Carlon, T&B, or approved equal.

J. Conduit supports:

1. Conduit clamp backs shall be of the nesting one-hole type, hot-dip galvanized malleable or cast iron; nest back spacers shall be of similar material and finish. Clamp backs shall be used with one-hole malleable-iron hot-dip galvanized pipe straps and similar EMT straps. Clamps, spacers and straps shall be by O.Z. Gedney, B-Line, or approved equal.
2. Framing channel shall be hot-dip galvanized. Framing channel and associated conduit clamps shall be by B-Line, Unistrut, or approved equal.
3. Concrete fasteners and screws shall be stainless steel or zinc plated.

K. Conduit tags: Conduit shall be tagged with appropriately sized embossed metal conduit tags as manufactured by Panduit, Floy Tag and Manufacturing, Seattle, or approved equal.

L. Seals: In areas specified as Class I, Division 1 or 2, hazardous, boxes and fittings shall be NEMA 7, Groups C and D, explosion-proof. Seal fittings for conduit systems in hazardous atmosphere locations shall be hot-dip galvanized cast ferrous alloy. Sealing compound shall be hard type used with an environmentally friendly packing fiber, both compound and fiber shall be UL-listed for explosion-proof sealing fittings.

2.03 WIRING MATERIALS

A. General: Contractor shall provide all wire and cable as indicated and required for complete, operating systems.

B. Wire, single-conductor:

1. Conductors:

- a. All conductors shall be stranded for all sizes of wire and cable.
- b. Conductors shall be soft drawn copper for all sizes.

2. Insulation: Unless otherwise noted, 600-volt wire insulation shall be Type THWN or XHHW for all locations.

3. Color Coding: All conductors shall be color-coded in accordance with the following:

Use	Cable	Color
Three-phase, 480V, 3-wire power	Phase A	Brown
or 480/277V 4-wire power	Phase B	Orange
	Phase C	Yellow
	Neutral	Gray
Three-phase, 4-wire, 120/208V power	Phase A	Black
	Phase B	Red
	Phase C	Blue
	Neutral	White
Single Phase, 3-wire, 120/240V power	Phase A	Black
	Phase B	Red

Use	Cable	Color
	Neutral	White
Ground		Green

C. Wire, multiple-conductor and special cable:

1. Multiple-conductor and special cables shall be used only where these types of cable are specifically required to connect the vendor's system devices and to connect the vendor's system to King County Metro Transit's facility. These cables shall be vendor-specified by make and model unless vendor furnishes its own cable with its system in which case vendor shall provide complete description and characteristics of the cable.

D. Splices and connections:

1. Generally, new wiring shall be continuous from point- to-point. Splices shall be made only where existing field conditions dictate the need. Splicing shall not be used as a convenience factor merely to extend the length of an existing conductor or to extend the length of a conductor that the Contractor has cut too short.
2. Underground or wet area splices shall be made with a UL listed resin type splice kit to electrically insulate and moisture seal splices; dry area splices shall be made with spring-type solderless connectors. Splice kits shall be manufactured by 3M, Ideal Industries, Raychem or approved equal.
3. Connections to terminals shall be made with properly sized insulated ring, spade or locking-fork type crimp terminals; the crimp terminals shall be of the brazed-seam construction. The crimp terminals shall be as manufactured by the electrical products division of 3M, T&B, or approved equal. Connections shall be made only in suitable boxes and areas on the equipment established by the manufacturer for the purpose.

E. Wire and cable tags:

1. Every conductor and every cable shall be tagged.
2. Tags for conductors shall be as follows:
 - a. Sleeve-type, legible, permanently coded, yellow PVC or heat-shrink polyolefin tubing, appropriately sized for the wire to which it is being applied. Sleeves shall be by Floy Tag and Manufacturing, Seattle, T&B, or approved equal.
 - b. Labeling shall be machine-printed.
3. Tags for cable shall be embossed metal or machine- printed plastic type manufactured by T&B, Floy Tag and Manufacturing, Seattle, or Project Representative-approved equal.

2.04 BOXES, FITTINGS AND ENCLOSURES

- A. All boxes and fittings shall be provided and installed in accordance with the design and shall satisfy area Class, Group and Division environmental requirements. They shall be used with the type of conduit for which they are designated and for the purpose for which they are intended. Boxes and fittings shall be provided and installed in accordance with code requirements even though they are not shown on the drawings. Boxes and fittings shall be of name-brand manufacture such as T&B, O.Z. Gedney, Steel City, Appleton, Crouse-Hinds, or approved equal.
- B. Pressed-steel NEMA 1 boxes shall be used only where concealed in walls, in ceilings of dry areas or where concrete-embedded. All boxes shall be electro-galvanized; concrete-embedded boxes shall be designated for that purpose.
- C. Zinc-electroplated cast boxes shall be used for all surface-mounted applications.

- D. Enclosures shall be provided and installed where required, in accordance with this design and shall satisfy area Class, Group and Division environmental requirements. Enclosures shall include panels and shall be by Hoffman, Skyline, or approved equal.

2.05 NAMEPLATES

- A. Each individual device shall have a nameplate designating the function of the device.
- B. Nameplates shall be made of 1/16-inch thick machine engraved laminated phenolic having white letters 3/16-inch high on a black background. Equipment titles shall be completely spelled out on the nameplates.
- C. Nameplates shall be secured to the equipment with stainless steel screws and a bonding agent. Where it is proposed that the nameplates will be secured with a bonding agent, the process and a sample shall be submitted to the Project Representative for acceptance.

2.06 JOB MATERIAL INFORMATION

- A. The job material shall be included in each Contract and as directed by the Project Representative.

2.07 PANELBOARD

- A. During the execution of the Contract, if it becomes necessary to access, modify or replace existing panelboards, It shall be done under the following constraints and must be approved by the Project Representative, along with approval from King County's Electrical Engineering staff.
 - 1. All panelboards shall be the standard end product of one manufacturer. Circuit breakers contained in each panel shall be listed for use within that panel, and shall be of the same manufacturer as the panelboard.
 - 2. New panelboards installed on the existing bases shall be required to be of the same manufacturer, model, and type as the existing panelboards.

PART 3 EXECUTION

3.01 GENERAL

- A. Electrical work shall be fully completed in all respects generally as shown on the Contract drawings and as described in this section.
- B. The electrical plan drawings are generally diagrammatic. The exact locations and routing of cables and conduits shall be governed by structural conditions and physical interference.
- C. Where details of installations (including notes, conduit & wire tags, etc) are not shown on the drawings, new installations shall be installed at the same standard (as spelled out in this specification) as other equipment installed on this project, not just similar to existing installations.
- D. Manufacturer's installation details: Contractor shall install items in accordance with details and provide any special wiring, fittings and appurtenances required. Contractor shall verify all measurements at site and coordinate exact locations with details shown on Contract Drawings.

3.02 RECORD DRAWINGS

- A. The Contractor shall maintain a neatly marked set of blue lines of all Drawings of all the electrical work involved in the Contract. The prints shall be kept current with the work as it progresses and shall be subject to inspection by the Project Representative at any time.

- B. Current, acceptable as-constructed prints must be submitted prior to the certification of any Contract payment for electrical work. A complete and accurate set of these prints shall be delivered to the Project Representative for the Project Representative's approval.

3.03 DUST

- A. All operations involving drilling or grinding, sweeping and similar activities shall be accomplished under controlled conditions to keep dust and dirt from contaminating the equipment.

3.04 CONDUIT AND BOXES

- A. The area of electrical work shall be treated as non-hazardous (in most areas) unless otherwise noted on the drawing; therefore, the wiring method employed shall satisfy the NEC requirements for this classification. Conduit, boxes and enclosures, devices, fittings and the like shall be approved, used as required per the listed intent and manufacturer's specifications, and located and installed in accordance with the NEC requirements.
- B. Conduit installed in planting areas shall be PVC Schedule 40. When using PVC Schedule 40, the backfill layer within 2 inches of the conduit shall contain no rock larger than 3/4-inch. All installed elbows shall be Galvanized Rigid Steel.
- C. Any trenching of existing pavement shall be made in such a manner as not to destroy the structural integrity of the pavement. All trenching in previously paved areas shall be done in such a fashion that all edges are cut with a saw cutter, providing a clean edge which to repair the pavement.
- D. Conduit installed under the roadway shall be galvanized rigid steel and shall be backfilled with select material to minimum relative compaction of 95 percent per ASTM D1556. Patch and finish trench with pavement to match existing roadway.
- E. All rigid steel conduit installed in the ground shall be coated with Carboline Bitumastic 50, or approved alternate. Paint coating shall be applied and cured in accordance with the manufacturer's specifications; two coats shall be applied to provide a protective covering free of voids or shall be plastic-coated galvanized rigid-steel conduit (GPVC).
- F. All conduit installed in the ground shall be installed at least 24 inches below grade. Electrical Hazard Tape shall be placed 18 inches above all conduit in the ground.
- G. Conduit shall not be welded, brazed or otherwise heated.
- H. Where required for ease of pulling and as necessary to meet codes, pull boxes and junction boxes shall be installed even though not shown on the drawings. The locations of boxes shown are approximate; exact locations shall be verified on the job to avoid conflict with other work.
- I. Bends and offsets shall be avoided in conduit runs; where bends and offsets are necessary, they shall be made with an approved conduit bender or bending machine, or shall consist of factory-made elbows and fittings. The contractor shall limit the number of directional changes of the conduit to a total not more than 270 degrees in any run between pull boxes.
- J. All conduit shall terminate in boxes or handholes unless otherwise shown.
- K. All rigid conduit entering sheet-metal boxes shall have a metal insulated grounding bushing, consisting of a phenolic insulator molded into hot dipped galvanized malleable iron or steel with lay in lug, installed over the conduit end (O.Z. Gedney-HBLG Series, Appleton GIB-L Series or Engineering approved equal). All joints shall be made with standard couplings or UNF/UNY unions; excessive threads shall not be used on any conduit. The ends of all rigid conduits shall be cut square, reamed and threaded with straight threads. Prior to assembly, rigid conduit joints (threads) shall be clean and coated with UL

listed grease metallic type copper containing conductive compound. The compound shall be a homogenized blend of pure polished colloidal copper, rust inhibitors and corrosion inhibitors. Compound shall be by Shamrock, T&B, Jet Lube or approved equal coating shall be applied to the male threads only. No Compression Fittings are to be used with rigid conduit.

- L. All rigid conduit entering sheet-metal boxes or cabinets shall be secured by locknuts on both the interior and exterior of the enclosure or a Myers Hub shall be installed.
- M. Exposed conduit shall be run on supports spaced not more than 8 feet apart and shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceiling. No conduit shall approach closer than 6 inches to any object operating above the rated temperature of the conductor installation.
- N. Conduit supported directly from the block, brick or concrete structure shall be spaced out at least 3/8-inch.
- O. Flexible Steel conduit shall not be used. Liquid-tight flexible conduit shall be used if flexibility is required for all motors and equipment requiring flexible connections. Where flexibility is required for electrical raceways on equipment, liquid-tight flexible conduit shall be used in accordance with JIC standards, these Specifications and the local inspection agency (the length of the flexible conduit shall be minimized, Maximum length shall be 6-Feet).
- P. Plumber's perforated hanger iron shall not be used for any purpose.
- Q. All fittings shall be made up wrench tight.
- R. All penetrations of existing concrete shall be made in such a manner as not to destroy the structural integrity of the structure. Patch and seal indicated penetrations watertight with non-shrink, non-staining grout.
- S. For installing conduit runs in or under concrete floors/sidewalks, sawcut and remove concrete as required (in sidewalks or walkways the contractor shall cut/replace along existing break lines). Remove loose dirt and broken material from trench before installing conduit and before pouring new concrete. Finish trench to match surrounding floor surface.
- T. The Contractor shall exercise the necessary precautions to prevent the lodging of dirt, concrete and trash in the conduit, fittings and boxes during the course of installation.
- U. The Contractor shall install/conceal conduit within the structure during construction where possible, where not possible the Contractor shall paint the conduit(s) to match the existing structure to which the conduit is attached.
- V. Table I specifies the type of raceway required for each location and application. Unless in Table I, conduit shall be hot-dip galvanized rigid steel, type GRS. Minimum trade size for all conduit shall be 3/4-inch.

Table I

LOCATION	APPLICATION / CONDITION	CONDUIT
Above ground up to 10 ft. AFF	All raceway applications not specified below.	GRS
Above ground 10 ft. AFF and up	On or in walls and ceiling spaces, where not subject to physical abuse or moisture.	EMT, IMC
	Subject to occasional moisture.	IMC

LOCATION	APPLICATION / CONDITION	CONDUIT
All wet areas	Subject to constant moisture (i.e. wash bays, steam shop-floor to roof)	GRS
Underground	Direct buried.	GRS
	Encased in red concrete.	GRS, PVC
Outdoor	Exposed to weather.	GRS
Hazardous, classified areas	Exposed	GRS

3.01 CONDUCTORS

- A. Care shall be exercised in pulling conductors into conduit so as to avoid kinking the conductors, putting undue stress on them or otherwise abrading them. Only UL-listed pulling compound shall be used for pulling. The raceway installation shall be complete before conductors are pulled into it.
- B. All conductors and cables shall be identified at all access points with marking sleeves. Marking sleeves shall be as specified in Paragraph 16051-2.03E.
- C. Generally, splicing shall be avoided. Where splicing is dictated by field conditions, splices shall be made only in junction boxes suitable for the area. Splice selection shall be based in accordance with Paragraph 16051-2.03D (underground or wet areas shall be 3M 85-10 or 72-N; dry areas shall be spring-type solderless connectors).
- D. Crimping shall be done with approved crimping tool (not side-cutters or the like).
- E. The Contractor shall provide a ground rod in each handhole, and shall connect this ground to the ground lug in the light pole. The light pole foundation shall also be connected to the ground system; a #4 bare copper ground conductor shall be exothermically connected to the rebar in the pole foundation with enough conductor extending up the center of the foundation to provide connection to the grounding lug in the pole handhole. The ground rod shall extend 3 inches above the bottom of the handhole, connection at the ground rod shall be made with a bolted connector.
- F. A code sized ground wire shall be placed in each conduit installed under this contract.
- G. All handholes opened for work associated with this contract shall be provided with grounding straps for the lid and rim of handholes with metal covers. This ground strap shall be connected to the ground rod and/or ground system within the handholes.

3.02 EQUIPMENT

- A. Care shall be exercised in the installation of all equipment to avoid damage or disfigurement of any kind. All equipment shall be protected prior to and after installation.
- B. The Contractor shall repair by spray painting, after properly preparing the surface, all scratches or defects in the finish of the equipment. Only identical paint furnished by the equipment manufacturer shall be used for such purposes.
- C. Failure of the Contractor to protect the equipment as outlined herein shall be grounds for rejection of the equipment.
- D. Seismic attachments: Earthquake resistant attachments and supports for equipment shall be provided and shall include anchor bolts, equipment assembly bolts and fastenings which are adequate to resist a horizontal force of 50 percent of the equipment weight applied at the center of gravity without displacing the equipment or its fastenings.

3.03 TESTING AND STARTUP

A. Test Procedure:

1. Unless otherwise specified, it shall be the responsibility of the Contractor to prepare the test procedure and to conduct tests in accordance with that procedure to demonstrate to the Project Representative the accuracy of the wiring, control and proper functioning of the equipment in accordance with these specifications. Contractor shall submit its proposed test procedure to the Project Representative for approval at least 48 hours prior to the demonstration.
2. All equipment and systems shall be demonstrated by the Contractor as operating properly prior to the acceptance of the work. All protective devices shall be operative during demonstration.
3. If the demonstration indicates unsatisfactory operation as determined by the Project Representative or inspecting authorities, defects shall be corrected by the Contractor, and the demonstration shall be repeated at no additional expense to the County.

B. Phase Relationship Tests: (NOT USED).

- C. Insulation Resistance Tests: Insulation resistance tests shall be performed on conductors, cables and equipment, signal circuits excepted. Tests shall be made with 1000-volt Biddle hand-cranked megger insulation resistance tester. All equipment that may be damaged by such tests shall be disconnected before the tests are made. Tests shall measure insulation resistance from line to ground. Conductors and cables shall be tested after placement and the completion of the terminations, but before connection to equipment. 600-volt class circuits and equipment shall be tested. Minimum acceptable values of insulation resistance of circuits and equipment shall be 10 megohms. The Contractor shall provide for the County: the test reports listing test equipment used, person or persons performing the tests, the date tested, the circuits or equipment tested and the results of all tests. The Project Representative shall witness these tests. Contractor shall notify the Project Representative 48 hours in advance of testing.

END OF SECTION

6 SECTION - BID RESPONSE

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

6.2 Delivery

Delivery is required as soon as possible after the issuance of a purchase order, which will also show the base, or work site location. Bid prices shall include delivery, FOB destination, to the base location, where the work is to be performed. See section 5-1 for addresses.

Delivery Guaranteed within _____ days

6.3 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered _____% - ____ Days, Net____

6.4 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

To be considered responsive, bidders must bid on all items listed.

Bidders are advised that including your company's Terms and Conditions with your bid, may render it non-responsive.

Item#	Estimated Qty	Description	Unit Price	Extended Price
1	65 Hours	Upgrade / Installation Work is to be done on Week Ends. Please Enter the Hourly Rate for Week End Work	\$_____	\$_____
2	10 Hours	Hourly Wage Rate for Work Performed During Normal Business Hours of 8 AM – 4:30 PM, Monday Through Friday (For Example – Training)	\$_____	\$_____
3	\$58,000	Discount Off of Veeder Root's Catalog List Price For All Parts and Equipment. (Create the Discount Multiplier by Subtracting the Discount Off of List Price Percentage from 1. Multiply the Resulting Percentage Times \$58,000 and Enter in Extended Price Box.)	Discount Multiplier %_____	\$_____

Item#	Estimated Qty	Description	Unit Price	Extended Price
4	1 Set of Drawings Per Base Times 4	Cost of Providing Control Drawings Preceding the Work to be Done; and 2 Sets of As Built Drawings 24" X 36" After Work is Completed.	\$_____	\$_____
			Total	

6.5 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name:	_____	Company Name:	_____
Company Address:	_____	Company Address:	_____
Company Phone:	_____	Company Phone:	_____
Contact Person:	_____	Contact Person:	_____
Dates:	_____	Dates:	_____
Company Name:	_____	Company Name:	_____
Company Address:	_____	Company Address:	_____
Company Phone:	_____	Company Phone:	_____
Contact Person:	_____	Contact Person:	_____
Dates:	_____	Dates:	_____

Attachment A

Invitation to Bid 06-077-ART

King County Contracting Opportunities Program For Goods and Services Contracts

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration's (SBA) small business size standards using the North American Industrial Classification System (NAICS) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the Program office at (206) 205-0711.

Application of the 5% Incentive Factor and Contract Award

This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent 5% of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.

All certified SEDB bidders must complete the information on the front page of this Invitation in the section of Bidder Identification and the certification information below in number 3.

() Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business

SEDB Certification Number


Owner Signature

Contact Person Name, Phone Number

Contact Person Email

Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. ITB 06-077-ART
	Bid Title Veeder Root Leak Detection Equipment Upgrade
	Due Date
	Vendor
U R G E N T	